

## **EXHIBIT “A”**

ORIGINAL

1 SEAN K. CLAGGETT, ESQ.  
Nevada Bar No. 008407  
2 SEAN K. CLAGGETT & ASSOCIATES  
9910 W. Cheyenne Ave. Ste. 110  
3 Las Vegas, Nevada 89129  
(702) 655-2346

4 Attorney for Plaintiff

5 CLARK COUNTY DISTRICT COURT  
6 STATE OF NEVADA  
7

8  
9 AmTech, Inc., a Nevada Corporation,

10 Plaintiff,

11 vs.

12 JEFFORY FAIRBROTHER, an  
Individual, LAWRENCE CREEGER,  
an Individual, GLOBAL  
13 EVENTMAKERS, INC., a Florida  
Corporation, STEVE DURLAND, an  
14 individual, DURLAND & COMPANY  
CPAS, P.A., a Florida Professional  
15 Association,

16 Defendants.  
17

18 FIRST AMENDED COMPLAINT

19 COMES NOW, Plaintiff, AmTech, by and through its attorney of record, SEAN K.  
20 CLAGGETT, ESQ., of SEAN K. CLAGGETT & ASSOCIATES, LLC. and hereby  
21 complains and alleges as follows:

22 1. AmTech (hereinafter "AmTech") is a corporation duly organized  
23 under the laws of the State of Nevada, with its principal place of business in Las  
24 Vegas, Nevada.

25 2. Upon information and belief, Global Eventmakers, Inc. (Hereinafter  
26 "GEM"), is a corporation duly organized under the laws of the State of Florida,  
with its principal place of business in Palm Beach, Florida.

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A542292

CASE NO: A542092  
DEPT. NO: XIII

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1           3.     Upon information and belief, Lawrence Creeger (hereinafter  
2 "Creeger"), is an individual who has at all times relevant herein been a resident  
3 of the city of Palm Beach, State of Florida.

4           4.     Upon information and belief, Jeffory Fairbrother (hereinafter  
5 "Fairbrother"), is an individual who has at all times relevant herein been a  
6 resident of the County of Arapahoe, State of Colorado.

7           5.     Upon information and belief, Steve Durland (hereinafter "Durland"),  
8 is an individual who has at all times relevant herein been a resident of the city of  
9 Palm Beach, State of Florida.

10          6.     Upon information and belief, Durland & Company CPAS, P.A..  
11 (Hereinafter "D&C"), is a professional association duly organized under the laws  
12 of the State of Florida, with its principal place of business in Palm Beach,  
13 Florida.

14          7.     The claims being brought by AmTech are proper as the amount in  
15 controversy exceeds \$10,000.00 and there is complete diversity between the  
16 parties.

17          8.     In the spring of 2001, Jeffory Fairbrother (hereinafter "Fairbrother") and  
18 Thomas Neavitt (hereinafter "Neavitt") were introduced to one another in Las Vegas,  
19 Nevada, by a mutual friend. The purpose of this meeting was that Fairbrother was  
20 introduced to Neavitt as a possible investor into a company (AmTech) that Neavitt was  
21 an shareholder of.

22          9.     Shortly after this meeting, Fairbrother began to borrow money from  
23 AmTech.

24          10.    Fairbrother promised to repay all of the money he was borrowing from  
25 AmTech once he sold a piece of art, known as the Constitutional Monument, to the  
26 Mormon Church.

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1           11.     During this time, Fairbrother explained to Neavitt that there was another  
2 monument created by the same artist (Brett Livingstone Strong) known as the  
3 Presidential Monument, which Fairbrother could purchase for \$300,000.00.

4           12.     In an effort to put Neavitt at ease regarding the money that Fairbrother  
5 owed AmTech, Fairbrother explained that the Constitution Monument had been  
6 appraised at \$6,000,000.00 and the Presidential Monument had been appraised at  
7 \$15,000,000.00.

8           13.     Based upon the information provided by Fairbrother, Neavitt along with a  
9 group of investors formed American Monument Foundation, LLC., (hereinafter "AMF"),  
10 with the intent to purchase the Presidential Monument.

11          14.     After the purchase of the Presidential Monument, Fairbrother told Neavitt  
12 and the other members of AMF that if AMF also purchased the Constitution Monument,  
13 that AMF would make substantial funds from the sale of said monument to the Mormon  
14 Church.

15          15.     Fairbrother explained that if AMF agreed to purchase the Constitution  
16 Monument that he would then be able to pay back the money he had borrowed from  
17 AmTech, and it would enable him to make his \$1,000,000.00 investment in AmTech.

18          16.     Fairbrother also agreed that with the purchase of the Constitution  
19 Monument, he would give AMF the "Plaque Program", which was intended to create  
20 bronze replicas of the U.S. Constitution and Bill of Rights to be placed in schools  
21 around the United States.

22          17.     The agreement between AMF and Fairbrother, which was predicated on  
23 the fact that Fairbrother had clear title, knew of the location of the monument, and the  
24 monument was in good condition, was executed by all parties in Las Vegas, Nevada on  
25 February 5, 2002.

26          18.     On February 5, 2002, Fairbrother sold to AMF both the Constitution and  
27 Presidential Monuments.

28     ///

1           19.     Shortly after the sales were completed from Fairbrother to AMF,  
2 Fairbrother told AMF that the sale to the Mormon Church had fallen through, and that  
3 the artist, Brett Livingstone Strong had filed suit in Virginia claiming that he was the true  
4 owner of the Presidential Monument (hereinafter "Virginia Suit").

5           20.     The litigation against Strong continued for well over a year, and  
6 culminated with AMF prevailing in the United States Fourth Circuit Court of Appeals.

7           21.     AMF was forced to expend substantial money (in excess of \$430,000.00)  
8 in order to protect its interests that Fairbrother had misrepresented to it when AMF  
9 decided to purchase the monuments from Fairbrother.

10          22.     As a result of the Virginia suit, AMF and Fairbrother entered into an  
11 amendment to the purchase agreement.

12          23.     The amendment recognized that the actions of Strong had prevented  
13 AMF from performing under the terms of the contract, and the amendment extended  
14 the closing date until June 30, 2003.

15          24.     During the course of the litigation against the artist, neither monument  
16 could be sold due to the cloud in the title.

17          25.     Almost immediately after AMF had finally cleared title to the monuments  
18 as it pertained to the artist (Strong), Fairbrother filed suit in the United States District  
19 Court for the District of Colorado, case number 03-W4-1238-CB(PAC).

20          26.     Due to the lack of personal jurisdiction over AMF, it filed a Motion to  
21 Dismiss Fairbrother's complaint.

22          27.     Ultimately, said Colorado Suit was dismissed on September 27, 2004, as  
23 AMF had not availed itself to jurisdiction in Colorado.

24          28.     On October 14, 2004, AMF filed suit against Fairbrother in the Eighth  
25 Judicial District Court of Nevada, Clark County, case number A493645, to quiet title to  
26 the Monuments.

27          29.     On January 5, 2005, filed his Notice of Removal of Action Under 18  
28 U.S.C. §1441(b) (Diversity), case CV-S-05-00019-PMP(PAL).



1           30.     On January 20, 2005, Fairbrother filed his Response to the Court's Order  
2     Concerning Removal to Federal Court in case CV-S-05-00019-PMP(PAL). In said  
3     response Fairbrother stated the following: "Fairbrother is without knowledge of any  
4     defendant, other than himself, and therefore states that there are **no defendants who**  
5     **are residents of Nevada.**"

6           31.     Due to Fairbrother failing to file an answer, on March 29, 2005 AMF filed  
7     its request to enter default against Defendant Jeffory Fairbrother in case CV-S-05-  
8     00019-PMP(PAL).

9           32.     Prior to the Court ruling on AMF's motion, on April 21, 2005, Fairbrother  
10    filed his Answer and Counterclaim in case CV-S-05-00019-PMP(PAL).

11          33.     In Fairbrother's Counterclaim he specifically requests the following from  
12    this Court:

13               26.    Pursuant to 28 U.S.C. §2201, and as a result of default by AMF  
14                      pursuant to the Purchase Agreement, the Promissory Note the  
15                      Security Agreement, and the Extension Agreement Fairbrother is  
16                      entitled to declaratory judgment that Fairbrother is entitled to  
17                      ownership of title to the Presidential Monument and the  
18                      Constitution Monument and to immediate possession of the  
19                      Monuments because AMF has failed to make payment as and  
20                      when due under the Note, the Purchase Agreement and the  
21                      Extension Agreement. Further, pursuant to paragraph 4/5 of the  
22                      Security Agreement, Fairbrother is entitled to sell the Monuments in  
23                      order to recover the monies owed to him.

24               27.    Fairbrother seeks an Order of this court granting him judicial relief  
25                      in accordance with the terms of the Security Agreement....

26               29.    AMF owes Fairbrother the amount of \$2,500,000.00 together with interest  
27                      accruing thereon, cost and attorneys' fees incurred in collection of the  
28                      monies due and owing, in an amount to be proven at trial.

1           34.     On May 2, 2005, AMF filed a motion to strike Fairbrother's answer due to  
2 Fairbrother's listing false addresses on his pleadings, in violation of Local Rule 10-2.

3           35.     On June 17, 2005, AMF and Fairbrother filed a Stipulated Discovery Plan  
4 and Scheduling Order. In said Order, discovery was scheduled to be closed as of  
5 October 25, 2005. Additionally, the Order required that any parties were required to be  
6 added no later than July 25, 2005.

7           36.     On August 15, 2005, AMF noticed the deposition of Fairbrother.

8           37.     Additionally, on August 15, 2005, AMF filed its Opposition to Fairbrother's  
9 Motion for Protective Order regarding his deposition being taken.

10          38.     On August 30, 2005, Judge Leen filed an order regarding the new  
11 discovery dates, which extended discovery through December 27, 2005.

12          39.     On September 1, 2005, Judge Leen heard arguments from both AMF's  
13 counsel and Fairbrother regarding Fairbrother's Motion for Protective Order.

14          40.     At no time during the September 1, 2005, oral argument did Fairbrother  
15 inform the Court that he had assigned his interest in the promissory notes and  
16 monument to Global.

17          41.     On September 1, 2005, Judge Leen issued her Order regarding  
18 Fairbrother's Protective Order.

19          42.     On September 12, 2005, counsel for AMF received Fairbrother's  
20 disclosures required under FRCP 26(a)(1).

21          43.     Specifically, Fairbrother's 26(a)(1) disclosure listed "Lawrence Creeger  
22 C/O Global EventMakers, Inc., 326 Peruvian Ave., Palm Beach FL 33480; (804) 301-  
23 5773. Mr. Creeger has had various involvements with the Monuments over many  
24 years. He may have discoverable information on this and other facts or issues related  
25 to the transaction that is the subject of this lawsuit, including counterclaims."

26          44.     On September 16, 2005, AMF filed its answer to Fairbrother's  
27 counterclaim.

28     ///



1           45.     On September 19, 2005, AMF was forced to file an Order to Show Cause  
2 why Fairbrother should not be held in contempt for his failure to participate in the  
3 Discovery process.

4           46.     On November 1, 2005, there was a hearing regarding said Order to Show  
5 Cause, and Judge Leen ruled accordingly.

6           47.     Ultimately, Judge Leen ordered that Fairbrother's deposition was to be  
7 taken on December 1, 2005, in Denver Colorado.

8           48.     On December 1, 2005, Fairbrother appeared for his deposition regarding  
9 case CV-S-05-00019-PMP(PAL).

10          49.     During his deposition he was asked about his relationship with Larry  
11 Creeger and Global Eventmakers, Inc., at length. The following are several of the  
12 excerpts from Fairbrother's deposition:

13                 Pages 92 - 94

14           Q:     In March of 2005, of this year, did you assign the liens?

15           A:     Yes.

16           Q:     Who did you assign them to?

17           A:     Global Event Makers.

18           Q:     Who is that?

19           A:     Larry Creeger. It was related to – I sold everything to them in May of  
20 2004, and then part of that was to assign the liens so they could formally  
21 collect on them. So I don't have any interest in them whatsoever.

22           Q:     You don't have any interest in the liens?

23           A:     None whatsoever. I don't own them.

24           Q:     Why did you file a counterclaim against them?

25           A:     I'm sorry?

26           Q:     Why did you file a counterclaim for them?

27           A:     Because I have received far less compensation under my agreement with  
28 Global Event Makers then I'm entitled to pursuant to these agreements.



1 Q. How much did they pay you?

2 A. It's privileged information.

3 Q. What's the privilege?

4 A. I'm not telling you what they paid me. It's a contract that I entered into  
5 with them and that's the end of the story.

6 Q. Well, if you entered into a contract with them, then you don't have any  
7 standing in this lawsuit or do you?

8 A. I've just told you. Of course I do. I'm entitled to claim the difference  
9 between what I got from them and what AMF owes me.

10 *Page 97 lines 14-21*

11 Q. So you have no standing in this litigation?

12 A. I have explained to you twice before, the standing that I have is that I'm  
13 entitled to the difference that I got from Global Event Makers and what I  
14 was entitled to be paid under the promissory note. That's what I'm  
15 entitled to.

16 *Page 100 lines 7-15*

17 Q. Okay. So what is your standing in this case again? Can you describe that  
18 for us?

19 A. I've explained it three times.

20 Q. I don't understand.

21 A. Well, my standing in this case is that I'm entitled for what I was owed,  
22 which is now with interest about 3.5 million bucks versus what I got from  
23 Global. I'm entitled to the difference, to the damages and the difference.

24 *Pages 113-115*

25 Q. Can you describe for me the contract between you and Global Event  
26 Makers so I can understand what their relevant position is in this litigation,  
27 if any?

28 *///*

- 1 A. No. They are not involved in this litigation. They are just going to collect  
2 on the liens. That's all I know.
- 3 Q. Okay. So they don't have a right to the monuments?
- 4 A. Well, they've got all the rights under these agreements, under these  
5 purchase agreements and security interest and promissory note.
- 6 Q. So what right do you have in them?
- 7 A. None, I suppose.
- 8 Q. I'm just confused and I'm just trying to clarify this. Because you say that  
9 you have none, but then you are entitled to a difference between what  
10 they give you and what you are owed?
- 11 A. Yeah. That's what I've been told. That's exactly right. That's why I had to  
12 file a counterclaim.
- 13 Q. Because only you have the right to the interest of the difference, correct?
- 14 A. Only I have the right to the interest in the difference. Yeah, that's as I  
15 understand it. Because what I'm owed by AMF and what I've got for  
16 selling the contracts and the agreements and everything is a big  
17 difference, a huge difference. And so that's why I'm continuing with the  
18 litigation.
- 19 Q. What happens if you win this litigation? How much money goes to Event  
20 marketing - Event Global Makers get?
- 21 A. They don't get anything out of -
- 22 Q. What you win?
- 23 A. They get - they are going to collect on these liens and that's their money.  
24 They can do what they like with it.
- 25 Q. What if you get the monuments?
- 26 A. What?
- 27 Q. In this lawsuit, what you are asking for the court is to enforce a foreclosure  
28 action on the monuments, right?

1 A. Uh-huh.

2 Q. If you win that and you sell- they get foreclosed and you won them now,  
3 Event Global Makers gets nothing, correct, because then you'll own the  
4 monuments?

5 A. Well, I don't know how that would work. I don't understand how that  
6 would work. I'd have to ask Larry what he'd want to do.

7 Q. Larry Creeger is aware of this litigation?

8 A. Oh, yeah.

9 Q. And what has Larry Creeger told you about this litigation?

10 A. He told me to show up at this deposition today.

11 *Page 118 line 1-5*

12 Q. And Creeger told you to come to this deposition, right?

13 A. He advised me that I should show up. Yeah.

14 *Page 121 - 123*

15 Q. You filed this (counterclaim) after you had assigned some interest to  
16 Creeger?

17 A. The whole interest. Yeah.

18 Q. Okay. When you filed this counterclaim, did you have knowledge that you  
19 had signed away your interest?

20 A. Yeah.

21 Q. Explain to me how you were able to in good faith file this counterclaim?

22 A. Well, because I was told that I needed to keep the litigation going and I  
23 needed to have a counterclaim filed.

24 Q. And who told you that?

25 A. A number of people?

26 Q. Who?

27 A. Ann McGihon.

28 Q. Who else?



1 A. Ann McGihon told me.

2 Q. Why did she tell you you need to keep this litigation going?

3 A. I don't know. She was - she's a lawyer. She said you need to keep the  
4 litigation going because you're entitled to get the difference between  
5 Creeger and what they owe you. So you've got to keep the litigation  
6 going.

7 Q. Okay. So your goal has been to keep this litigation going?

8 A. Yeah.

9 Q. And if you win in this litigation -

10 A. Yeah.

11 Q. - you would get what you crave for here, is the monuments in lieu of  
12 payment or payment in lieu of monuments, one or the other. Either pay  
13 you the money they owe you or give you the monuments back, right?

14 A. That's how I understand it.

15 Q. Okay. And what then is the result of these security agreements or these  
16 assignments of liens you have with Creeger?

17 A. Well, if that ever happened, I just give them to Creeger, I suppose. I don't  
18 know. We haven't spoken about that. Because - we just haven't spoken  
19 about that.

20 Q. What have you and Creeger spoken about regarding this assignment of  
21 lien and this complaint?

22 A. Just about, you know, that he's aware of the documents and he's aware of  
23 the litigation. He's aware of everything.

24 Q. And you provided him with a copy of the counterclaim, answer and  
25 counterclaim?

26 A. I can't remember whether he got that or not.

27 Q. You provided him with legal documents, though, to keep him abreast of  
28 what's going on in the litigation?

1 A. From time to time.

2 *Page 129-130*

3 Q. Do you owe anybody money?

4 A. Not really. I mean I owe my parents a lot of money.

5 Q. Are you aware that you owe Tom AmTech over \$13 million?

6 A. That was that. Yeah.

7 Q. You are aware that you owe him like \$13 million?

8 A. Oh, yeah, I don't think he's got much chance of ever seeing that.

9 Q. Okay. And you believe that Tom owes you about \$3 million, \$3.5 million?

10 A. Yeah. Well, he owes Creeger \$3.5 million.

11 Q. That's clever.

12 A. He doesn't owe me \$3.5 million. He owes Creeger \$3.5 million.

13 *Page 139*

14 Q. What does Global Event Makers do?

15 A. I don't know. I haven't got a clue.

16 Q. How often do you talk to Larry Creeger?

17 A. Sometimes occasionally; sometimes twice a day.

18 *Page 154-155*

19 Q. What's your understanding of the debt that you currently owe Tom  
20 AmTech from the judgment he has obtained against you?

21 A. It's meaningless to me.

22 Q. Why is that?

23 A. Because it's meaningless to me because I haven't got any.

24 Q. Except for the monuments?

25 A. I don't have the monuments. We've been through this a hundred times.  
26 It's Creeger's monuments. He's got the liens and the contracts and the  
27 rights. I got nothing to do with it.

28 Q. So Creeger has all the interest you had in the monuments?

1 A. As far as I understand it, that is correct.

2 Q. Okay. So at this point you have no -

3 A. We've been through this. I told you, I'm seeking damages for the  
4 difference between what I ultimately can get from Creeger and the stock  
5 and the debt relief versus what I'm owed. I mean, we've been through  
6 that ten times.

7 50. On December 21, 2005, AMF filed an Expedited Application for Order to  
8 Show Cause Why Defendant Jeffory Fairbrother Should Not Be Held In Contempt For  
9 Appearing At His Deposition Drunk.

10 51. On December 28, 2005, Judge Leen issued the Order to Show Cause,  
11 and set the hearing for January 17, 2006.

12 52. At the hearing of January 17, 2006, counsel for AMF appeared, however,  
13 Jeffory Fairbrother did not appear. Judge Leen ordered that the hearing be continued  
14 until February 2, 2006.

15 53. On February 2, 2006, the order to show cause was conducted by Judge  
16 Leen, and AMF through its counsel appeared, as did Fairbrother.

17 54. At no time during the hearing of February 2, 2006, did Fairbrother indicate  
18 to the Court that he had assigned all of his interest to Global.

19 55. On February 15, 2006, AMF filed a mutually (between AMF and  
20 Fairbrother) executed Stipulation and Order which stated in part "...the copy of the  
21 Promissory Note, which was attached to Jeffory Fairbrother's deposition transcript shall  
22 act as, and have the same force and effect as the original Promissory Note."

23 56. On or about March 28, 2006, Fairbrother filed a letter in case 2:05-cv-  
24 00019-PMP(PAL), in which he requested to dismiss his counterclaim against AMF for  
25 Declaratory Judgment for Immediate Possession.

26 57. At no time did Fairbrother ever released his counterclaim against AMF for  
27 Monies Owed on a Promissory Note.

28 ///



1 58. On May 5, 2006, AMF filed its response to Fairbrother March 28, 2006  
2 Letter.

2 || Letter.

59. In its May 5, 2006, response to Fairbrother's March 28, 2006 Letter, AMF informed the Court that the alleged assignment between Fairbrother and Global was a fraudulent transfer.

4 informed the Court that the alleged assignment between Fairbrother and Global was a  
5 fraudulent transfer.

5 fraudulent transfer.

6           60.     On May 11, 2006, Judge Pro ruled that Count 1 of Defendant  
7 Fairbrother's Counterclaim is hereby dismissed with prejudice.

7 Fairbrother's Counterclaim is hereby dismissed with prejudice.

8 **Factual History of Relationship Between Global Eventmakers, Inc. (Hereinafter**  
9 **GEM) And AMF.**

9 GEM) And AMF.

10 61. AMF and GEM were in negotiations during the Spring of 2004.

11 62. On May 2, 2004, AMF and GEM entered into an Asset Purchase

12 Agreement. 63. Pursuant to the terms of the May 2, 2004, GEM agreed to  
13 purchase the Constitution and Presidential monuments for a total of \$600,000.00.

13 || purchase the Constitution and Presidential monuments for a total of \$600,000.00.

14 64. GEM agreed to consummate an agreeable settlement agreement and  
15 dismissal on the Settlement Date of any and all law suits between Fairbrother, Neavitt  
16 Corporation, AMF, and AmTech.

15 dismissal on the Settlement Date of any and all law suits between Fairbrother, Neavitt  
16 Corporation, AMF, and AmTech.

16 Corporation, AMF, and AmTech.

17 65. GEM was to perform under these terms by May 22, 2004.

18           66.     On June 2, 2004, Larry Creeger emailed Neavitt regarding a change to  
19     Schedule 1.2.

19 | Schedule 1.2.

20 67. As of August 23, 2004, GEM had not been able to control Fairbrother,  
21 which prompted AMF to send GEM a demand to perform.

21 which prompted AMF to send GEM a demand to perform.

22 68. Specifically, AMF requested in its August 23, 2004, letter that GEM pay it  
23 the \$600,000.00 and to have Fairbrother sign complete and final releases regarding all  
24 pending litigation.

23 the \$600,000.00 and to have Fairbrother sign complete and final releases regarding all  
24 pending litigation.

24 pending litigation.

25 || *///*26 || *///*

27 |||

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1           69.     Additionally, in AMF's August 23, 2004, letter, it added several additional  
2 issues involving Fairbrother and AMF, Neavitt, and AmTech were added to the list of  
3 outstanding disputes between them that had to be resolved to consummate this  
4 contract. Most notably, the request was made for Fairbrother to assign over his two  
5 Chinese Gold Bonds for which he never paid Neavitt.

6           69.     In response to this August 23, 2004, letter, Creeger on behalf of GEM,  
7 drafted a letter on September 12, 2004 to AMF.

8           70.     In this September 12, 2004 letter, Creeger stated "We do not anticipate  
9 the contingencies referred to in your letter and memorandum to be a deal breaker...."

10          71.     On October 5, 2004, Creeger on behalf of GEM sent a follow up letter  
11 regarding the documentation needed in support of several of the contingencies.

12          72.     In response to the October 5, 2004 letter, AMF immediately sent a fax to  
13 Creeger, who responded by drafting another letter on October 5, 2004.

14          73.     On October 6, 2004, Neavitt and Creeger had a conversation, which  
15 prompted Creeger to draft an email to Neavitt, in which, he stated that GEM is  
16 attempting to resolve the contingencies, but that it needed some supporting documents.

17          74.     There was no further communication between the parties, as Creeger was  
18 unable to get disputes between Fairbrother and AMF, Neavitt, and AmTech resolved.

19          75.     However, on May 18, 2005, Creeger on behalf of GEM sent an email to  
20 Neavitt.

21          76.     In this May 18, 2005 email, Creeger was explaining how GEM had a valid  
22 purchase agreement with AMF, and that any issues with Fairbrother were "extraneous  
23 to us (GEM)."

24          77.     On May 20, 2005, Mike McGill a member of AMF responded to this email  
25 by explaining to Creeger that the deal between AMF and GEM was done due to the  
26 Fairbrother contingencies being unresolved.

27     ///

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1 78. In response to this email, Creeger sent Mike McGill an email which states  
2 in part:

3 This obsession with Fairbrother is to say the least infantile and extremely self-  
4 destructive. We are not in league with him and only communicate to finalize our  
5 agreement in place with him.... Understand that whenever anyone does a little  
6 due diligence, my name and contact information becomes readily available to  
7 them. Mike, I've watched the monuments go through 15 years of transition,  
8 hundreds of court filings, and dozens of so-called purchase negotiations. That  
9 will continue for another 15 years unless I bring it to a close. The only future for  
10 the monuments is in association with our agenda....

11 79. At no point during any of these correspondences did GEM inform AMF or  
12 any of its members that it was the owner of this mysterious assignment, which is now at  
13 issue in the pending complaint.

14 80. On December 9, 2005, Larry Creeger obtained a power of attorney over  
15 Jeffory Fairbrother.

16 81. GEM and its members have known about the pending litigation  
17 between AMF and Fairbrother since at least May of 2004.

18 82. That the first time that GEM and/or Creeger informed AMF that it  
19 had any alleged assigned interest from Fairbrother was when GEM filed its  
20 complaint against AMF on January 18, 2006.

21 82(a). That upon information and belief, Durland and D&C are members  
22 of GEM, and financial supported the vexatious litigation conducted by GEM  
23 against AMF, and each were intended beneficiaries of the attempted fraud.

## 24 FIRST CLAIM FOR RELIEF

### 25 (Fraudulent Transfer)

26 83. AMF repeats and realleges paragraphs 1 through 82 as though fully  
27 set forth herein at length.

28 84. Under both state and federal statutes, a fraudulent transfer occurs if  
a debtor received less than "reasonably equivalent value" in exchange for the  
transferred property.



1 85. Nevada Revised Statute 112.180 states:

2 1. A transfer made or obligation incurred by a debtor is fraudulent as  
3 to a creditor, whether the creditor's claim arose before or after the  
4 transfer was made or the obligation was incurred, if the debtor made  
5 the transfer or incurred the obligation:

6 (a) With actual intent to hinder, delay or defraud any creditor  
7 of the debtor; or

8 (b) Without receiving a reasonably equivalent value in  
9 exchange for the transfer or obligation, and the debtor:

10 (1) Was engaged or was about to engage in a business  
11 or a transaction for which the remaining assets of the debtor were  
12 unreasonably small in relation to the business or transaction; or

13 (2) Intended to incur, or believed or reasonably should  
14 have believed that he would incur, debts beyond his ability to pay as  
15 they became due.

16 86. NRS 112.180(2) states that in determining actual intent under paragraph

17 (a)

18 of subsection 1, consideration may be given, among other factors, to whether:

19 (a) The transfer or obligation was to an insider;

20 (b) The debtor retained possession or control of the property  
21 transferred after the transfer;

22 (c) The transfer or obligation was disclosed or concealed;

23 (d) Before the transfer was made or obligation was incurred, the debtor had been  
24 sued or threatened with suit;

25 (e) The transfer was of substantially all the debtor's assets;

26 (f) The debtor absconded;

27 (g) The debtor removed or concealed assets;

28 ///

1 (h) The value of the consideration received by the debtor was  
2 reasonably equivalent to the value of the asset transferred or the amount of the  
3 obligation incurred;

4 (i) The debtor was insolvent or became insolvent shortly after the  
5 transfer was made or the obligation was incurred;

6 (j) The transfer occurred shortly before or shortly after a substantial debt was  
7 incurred; and

8 (k) The debtor transferred the essential assets of the business to a lienor who  
9 transferred the assets to an insider of the debtor.

10 87. Creeger and/or GEM has a power of attorney over Fairbrother.

11 88. Fairbrother has maintained his cause of action against AMF for money  
12 owed under the February 5, 2002 promissory note between himself and AMF.

13 89. The alleged transfer between GEM and Fairbrother was not disclosed by  
14 GEM in any written form until GEM filed its complaint against AMF on January 18,  
15 2006.

16 90. The alleged transfer between GEM and Fairbrother was not disclosed in  
17 any form by GEM to AMF until GEM filed its complaint against AMF.

18 91. That GEM through Creeger sent AMF and its members AmTech and Mike  
19 McGill multiple written correspondences between May 2004 and August 2005.

20 92. That none of these written documents disclose that GEM had obtained  
21 Fairbrother's interest in the Promissory Note and the Constitutional and Presidential  
22 Monuments.

23 93. That GEM does not possess any written documentation evidencing that it  
24 notified AMF that GEM had obtained Fairbrother's interest in the Promissory Note or the  
25 Constitutional and Presidential Monuments.

26 94. Prior to the alleged transfer being made between Fairbrother and GEM,  
27 Fairbrother had been sued by AmTech.

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1           95.     Prior to the alleged transfer being made between Fairbrother and GEM,  
2 Fairbrother had been sued by Neavitt.

3           96.     Prior to the alleged transfer being made between Fairbrother and GEM,  
4 Fairbrother had been sued by AMF.

5           97.     The alleged transfer between Fairbrother and GEM accounted for all or  
6 nearly all of Fairbrother's assets.

7           98.     Upon information and belief Fairbrother has absconded out of the United  
8 States.

9           99.     The value of the Constitutional and Presidential monuments are worth at  
10 least \$4,000,000.00.

11          100.    That to date GEM has paid little or nothing to Fairbrother in consideration  
12 for the alleged assignment.

13          101.    That Fairbrother testified at his December 1, 2005, deposition that the  
14 consideration received from GEM and/or Creeger was the forgiveness of \$50,000.00 of  
15 debt that Fairbrother owed Creeger.

16          102.    That \$50,000.00 is not reasonably equivalent to the value of  
17 \$4,000,000.00 that GEM values the two monuments at.

18          103.    That GEM and/or Creeger did not file the Nevada UCC Financing  
19 Statement regarding the Constitution or Presidential Monuments until December 28,  
20 2005.

21          104.    That GEM and/or Creeger did not file the California UCC Financing  
22 Statement regarding the Constitution or Presidential Monuments until December 29,  
23 2005.

24          105.    That GEM and/or Creeger did not file the Virginia UCC Financing  
25 Statement regarding the Constitution or Presidential Monuments until December  
26 30, 2005.

27          106.    That upon the alleged transfer from Fairbrother to GEM, Fairbrother  
28 became insolvent.



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1 116. That the conspiracy between Fairbrother, Creeger, GEM, Durland,  
2 and D&C has resulted in a fraudulent transfer from Fairbrother to GEM.

3 117. That as a result of said conspiracy to execute a fraudulent transfer  
4 against the interest of AmTech, AmTech has been damaged in excess of  
5 \$500,000.00.

6 118. That as a result of the intentional, wilful, and deliberate act of  
7 conspiracy between Fairbrother, Creeger, GEM, Durland, and D&C, AmTech is  
8 entitled to punitive damages against each named defendant, as well as attorney  
9 fees and costs.

10 **THIRD CLAIM FOR RELIEF**

11 **(Special Damages)**

12 119. AmTech repeats and realleges paragraphs 1 through 118 as though  
13 fully set forth herein at length.

14 120. AmTech has and will have to incur attorney fees to enforce its rights  
15 as a result of the conduct of Defendants indicated in the First and Second claims  
16 for Relief.

17 121. The attorneys' fees that AmTech has and will incur are foreseeable  
18 damages arising from the fraudulent transfer and civil conspiracy set forth in the  
19 First and Second Claims For Relief.

20 122. The attorneys' fees that AmTech has and will incur are the natural  
21 and proximate consequence of the conduct referred to above in the First and  
22 Second Claims for Relief.

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**PRAYER**

**WHEREFORE**, AmTech respectfully request Judgement as follows:

1. For damages in favor of AmTech and against the Defendants in a sum in excess of \$500,000.00;
2. For Punitive damages in an amount to be determined at the time of trial;
3. For attorney's fees as special damages in a sum to be determined at trial; and
4. For such and further relief as the Court may deem just and proper in the premises.

DATED this 18<sup>th</sup> of June, 2007.

SEAN K. CLAGGETT & ASSOCIATES, LLC.

By   
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